



Department of Buildings and General Services
BGS Financial Operations
Office of Purchasing & Contracting
10 Baldwin St [phone] 802-828-2211
Montpelier VT 05633-7501 [fax] 802-828-2222
<http://bgs.vermont.gov/purchasing>

Agency of Administration

SEALED BID

REQUEST FOR PROPOSAL

*(TITLE)

ISSUE DATE: *(DATE)

BIDDERS' CONFERENCE: *(BID DATE/TIME)

QUESTIONS DUE BY: *(QUESTIONS)

DUE DATE and TIME: *(DATE/TIME)

LOCATION OF BID OPENING: 10 Baldwin St, Montpelier

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://bgs.vermont.gov/purchasing/bids>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK <http://bgs.vermont.gov/purchasing/bids> FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.

PURCHASING AGENT: *(PA NAME)
TELEPHONE: (802) 828-*(PHONE)
E-MAIL: *(E-MAIL)@state.vt.us
FAX: (802) 828-2222

1. **OVERVIEW:**

- 1.1. **SCOPE AND BACKGROUND:** The Office of Purchasing & Contracting is seeking to establish purchasing agreements with one or more companies that can provide ***(TITLE)**.
- 1.2. **CONTRACT PERIOD:** Contracts arising from this request for proposal will be for a period of *** months** with an option to renew for *** additional * -month** periods. Proposed start date will be *****.
- 1.3. **CONTRACT VALUE/QUANTITY:** The estimated annual value of this contract is *****. The annual value and quantities are estimated only based on prior usage; actual purchases may be higher or lower depending on the state's needs.
- 1.4. **SINGLE POINT OF CONTACT:** All communications concerning this Request For Proposal (RFP) are to be addressed in writing to the attention of: ***(PA NAME)**, Purchasing Agent, State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, Montpelier, VT 05633-7501. ***(PA NAME)**, Purchasing Agent is the sole contact for this proposal. Actual contact with any other party or attempts by bidders to contact any other party could result in the rejection of their proposal.
- 1.5. **BIDDERS' CONFERENCE:** A bidders' conference will be held ***(BID DATE/TIME)** at the 10 Baldwin St, Montpelier, VT.
- 1.6. **QUESTION AND ANSWER PERIOD:** Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than ***(QUESTIONS)**. Questions may be e-mailed to ***(E-MAIL)@state.vt.us**. Any objection to the RFP, or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://bgs.vermont.gov/purchasing/bids>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.
- 1.7. **INSTRUCTIONS FOR BIDDERS:** see sections 5 and 6.

2. **DETAILED REQUIREMENTS:**

3. **GENERAL REQUIREMENTS:**

- 3.1. **DELIVERY:** Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
- 3.2. **PRICING:** All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested by the purchasing agency.
- 3.3. **QUALITY:** All products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

3.4. SAMPLES:

- 3.4.1. **Bidder Supplied Samples:** The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

- 3.4.2. **Enhanced Samples:** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
- 3.4.3. **Conformance with Sample(s):** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.
- 3.4.4. **Testing:** All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

- 3.5. **EQUIPMENT WARRANTY:** The manufacturer shall include with their proposals a written warranty for each piece of equipment and software that they intend to furnish. Warranties are to be based on commercial use. A minimum of one (1) year commercial use warranty is required. It is desirable that the bidder offer more than one (1) year.

3.6. TECHNICAL SUPPORT/TRAINING: *

- 3.7. **SUPPORT DOCUMENTATION:** All awarded contractors must provide copies of their equipment catalog(s) to all agencies, departments, individuals facilities, and/or political sub-divisions who make such requests. Bidders shall provide one copy each of the repair manual and the parts catalog with each equipment order.

3.8. AVAILABILITY: *(Delivery Schedule)

- 3.9. **METHOD OF ORDERING:** Purchase orders must be used to order items available under this contract. If verbal orders are given a confirming purchase order must be issued.

- 3.10. **INVOICING:** All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.

- 3.11. **CANCELLATION:** The State specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract

3.12. **REPORTING REQUIREMENTS:** Contractors will be required to submit quarterly product sales report to the purchasing agent pursuant to the schedule in paragraph 3.13. Each report must contain the following information: contract number; using department's address, contact name, and telephone number; product ordered; quantity ordered; quantity shipped; and price charged, with totals for each product for each reporting period. We reserve the right to request additional information or to modify the reporting periods.

3.13. **REPORTING PERIODS:** Quarterly reports must be submitted in accordance with the following schedule:

Reporting Period	Report Due
January 1 -March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15
October 1 - December 31	January 15

3.14. **METHOD OF AWARD:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the state and/or to products raised or manufactured in the state.

3.15. **CONFIDENTIALITY:** The successful response will become part of the contract file and will become a matter of public record, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

3.16. **CONTRACT TERMS:** The selected vendors will sign a contract with the State to provide the items named in their responses, at the prices listed. Minimum support levels, terms, and conditions from this RFP, and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The State will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support, and/or service offered in their response.

3.17. **VERMONT STATE COLLEGES:** This contract is also available for use by the University of Vermont and the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont, and the Vermont Technical College.

3.18. **TOWNS AND SCHOOLS OF THE STATE OF VERMONT:** At the bidder's election political subdivisions and independent colleges of the state may participate in state contracts at the same prices, terms and conditions. Items furnished to political subdivisions and independent colleges will be billed directly to and paid for by the political subdivisions or independent colleges and neither the State nor its Commissioner of Buildings and General Services personally or officially assumes any responsibility for these payments.

4. ENVIRONMENTAL REQUIREMENTS:

The State of Vermont is a national leader in the development and application of environmentally preferable purchasing and control of hazardous material use. Environmentally preferable purchasing (EPP) means the purchase of “products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, or disposal of the product or service” (Presidential Executive Order 13101; US EPA; generally accepted by industry).

We have established specific goals and objectives aimed at providing sound environmental stewardship, protecting human health, reducing state operating expenses associated with the use and control of regulated hazardous materials, and reducing potential liability attributable to environmental impact. Therefore, where applicable the following environmental criteria shall be considered for all state purchasing and contracts.

- 4.1. **Mercury Content**: To minimize the amount of mercury-containing products utilized in its operations the State of Vermont will eliminate the purchase of products whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02. The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.
- 4.2. **Paper**: The state desires to reduce the use of chlorine in the products it purchases to protect the environment from pollution (Executive Order 06-94). Processed Chlorine Free (PCF) paper means paper in which the recycled content is processed unbleached or is bleached without the use of chlorine or chlorine derivatives AND any virgin material contained therein is totally chlorine free (TCF).
 - 4.2.1. **Copier Paper**: The State of Vermont requires PCF copier paper which contains a minimum of 30% post-consumer recycled material (any virgin material must be TCF).
 - 4.2.2. **Printing and Writing Paper**: The State of Vermont requires at least 30% post-consumer recycled content for non-coated paper and at least 10% post-consumer recycled content for coated paper. Preference will be given to chlorine free options when suitable choices are available.
- 4.3. **Recycled Content**: The Commissioner may, at his/her discretion, spend up to 10% more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than 10% more than comparable products, the Commissioner shall receive consent of state entities that are to use the product before completing the order in question.
- 4.4. **Sustainable Products**: Vendors are encouraged to provide alternate quotations on wood or paper products that are derived from sustainably managed forestlands. Such products must be independently third-party certified to acceptable standards. Sustainable-managed forest lands shall be defined as those lands enrolled and licensed under one of the following: Sustainable Forestry Initiative Program, the American Tree Farm System, the Canadian Standards Association's Sustainable Forest Management System Standards, the Finnish Standard, Forest Stewardship Council, Pan-European Forest Certification, Swedish Standard, the United Kingdom Woodland Assurance Scheme or other such credible programs as they are developed and implemented. Vendors must provide satisfactory documentation of certification with their bid.
- 4.5. **Life-Cycle Cost Evaluation**: Life cycle cost analysis shall extend beyond the cost of purchasing, to include installation, operation, maintenance, durability, and disposal of a particular piece of equipment or product.

- 4.6. **Energy Efficiency (Energy Star)**: To reduce our energy usage, energy-consuming devices must, without compromising quality or performance, meet or exceed Energy Star qualifications or comparable standards established by the U.S. Federal Government. Special exceptions to this requirement can be made only when it is not possible to meet the Energy Star requirements without compromising quality or performance of the contracted goods or service.
- 4.7. **Alternative Fuels**: Evaluations for vehicles and other fuel-consuming equipment shall consider not only fuel efficiency, but also the type of fuel, to reduce emissions of greenhouse gases and pollutants.
5. **VENDOR RESPONSE CONTENT AND FORMAT**: The content and format requirements listed below are the minimum required for our evaluation. They are not intended to limit the content of the proposals; vendors may include additional information or offer alternative solutions which may be considered.
 - 5.1. **NUMBER OF COPIES**: Submit one original bid.
 - 5.2. **BACKGROUND AND EXPERIENCE**. Provide a full description of the experience you have had in supplying *.
 - 5.3. **REFERENCES**. Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
 - 5.4. **REPORTING REQUIREMENTS**: Provide a sample of your current reporting document.
 - 5.5. **PRICING**: *Define Pricing Requirements. Complete the attached PRICE SCHEDULE.
 - 5.6. **CERTIFICATE OF COMPLIANCE**: This form must be completed and submitted as part of the response for the proposal to be considered valid.
 - 5.7. **OFFSHORE OUTSOURCING QUESTIONNAIRE**: This form must be completed and submitted as part of the response for the proposal to be considered valid.
 - 5.8. **ENVIRONMENTAL INFORMATION FORM**: This form must be completed and submitted as part of the response for the proposal to be considered valid.
 - 5.9. **TOWNS AND SCHOOLS QUESTIONNAIRE**: We ask that bidders complete, sign and return the attached Towns and Schools Questionnaire regarding their willingness to extend the same contract pricing to these entities.

6. SUBMISSION INSTRUCTIONS:

- 6.1. **CLOSING DATE:** The closing date for the receipt of proposals is ***(DATE/TIME)**.
- 6.2. The bid opening will be held at 10 Baldwin St, Montpelier, VT and is open to the public.
- 6.3. **SEALED BID INSTRUCTIONS:** All bids must be sealed and must be addressed to the State of Vermont, Office of Purchasing & Contracting, 10 Baldwin St - Montpelier, VT 05633-7501. **BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.**
- 6.3.1. All bidders are hereby notified that sealed bids must be received and time stamped by the Office of Purchasing & Contracting located at 10 Baldwin St - Montpelier, VT 05633-7501 by the time of the bid opening. Bids not in possession of the Office of Purchasing & Contracting at the time of the bid opening will be returned to the vendor, and will not be considered.
- 6.3.2. Office of Purchasing & Contracting may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://bgs.vermont.gov/purchasing/bids>.
- 6.3.3. All bids will be publically opened. Typically, the Office of Purchasing & Contracting will open the bid, read the name and address of the bidder, and read the bid amount. However, the Office of Purchasing & Contracting reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, the Office of Purchasing & Contracting determines that the nature, type, or size of the bid is such that the Office of Purchasing & Contracting cannot immediately (at the opening) determine that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid openings are open to members of the public. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed.
- 6.4. **DELIVERY METHODS:**
- 6.4.1. **U.S. MAIL:** Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by the Office of Purchasing & Contracting prior to the time of the bid opening.
- 6.4.2. **EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by the Office of Purchasing & Contracting.
- 6.4.3. **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of the Division prior to the bid opening.
- 6.4.4. **ELECTRONIC:** Electronic bids will not be accepted.
- 6.4.5. **FAX BIDS:** FAXED responses MAY be acceptable. You must contact the purchasing agent and obtain prior approval. If approval is received, the FAX must be prefixed with the "SEALED BID". Bidders are cautioned that if a FAXED response is approved it is their responsibility to originate the message in sufficient time to insure receipt by the Office of Purchasing & Contracting prior to the time of the bid opening. All pages must be printed and in the possession of the division prior to the date and time of the bid opening or the bid will not be considered. FAXED bidders are cautioned that bids submitted by the FAX method may be compromised prior to the time of the sealed bid opening. FAXED information is accessible when transmitted and confidentiality cannot be guaranteed. State reserves the right to reject a faxed bid if it appears that the faxed bid is incomplete or portions of the faxed bid or eligible.

7. ATTACHMENTS:

- 7.1. Attachment C: Standard State Contract Provisions (January 08, 2009)
- 7.2. Attachment D: Commodity Purchases Terms and Conditions
- 7.3. Certificate of Compliance
- 7.4. Price Schedule
- 7.5. Offshore Outsourcing Questionnaire
- 7.6. Environmental Information Form
- 7.7. Towns and Schools Questionnaire

State of Vermont
ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
12. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

State of Vermont
ATTACHMENT D: Commodity Purchases Terms and Conditions

1. **Statement of Rights:** The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
2. **Responses:** Responses must be submitted on, or in accordance with, forms or format requirements provided by the Office of Purchasing & Contracting. Prices and all other information entered on the quote, except signature of vendor, should be typed or printed for legibility. ALL SUBMISSIONS MUST BE SIGNED.
3. **Prices:** Unless otherwise stated, prices are net and no charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging. All prices are delivered F.O.B. destination, unless otherwise stated.
4. **Taxes:** Most state purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The contractor agrees to pay all Vermont taxes which may be due as a result of this order. If taxes are to be applied to the purchase it will be so noted in the response.
5. **Order of Precedence:** The order of precedence for documentation will be the State of Vermont Standard Contract Form and attachments, the bid document and any amendments, and the vendor's response and any amendments.
6. **Substitution:** Unless otherwise stated, vendors may offer substitutes to items identified by a manufacturer's number or brand. When offering a substitution, vendor must describe any differences and provide technical information that will assist in the evaluation. After an award is made, substitutions are not acceptable unless authorized in writing by the Office of Purchasing & Contracting.
7. **Specification Change:** Any changes or variations in the specifications must be received in writing from the Office of Purchasing & Contracting. Verbal instructions or written instructions from any other source are not to be considered.
8. **Method of Award:** Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time during the first year of the contract if such award is deemed to be in the best interest of the State. All other considerations being equal, preference will be given to resident bidders of the State and/or to products raised or manufactured in the State.
9. **Default:** In case of default of the contractor, the State may procure the materials or supplies from other sources and hold the contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
10. **Cancellation:** The State specifically reserves the right to cancel the contract or any portion thereof providing, in the opinion of its Commissioner of Buildings and General Services, the services or materials supplied by the contractor are not satisfactory or are not consistent with the terms of the contract.
11. **Delivery:** Liability for product delivery remains with the contractor until the product is properly delivered and signed for in accordance with the Office of Purchasing & Contracting terms and conditions. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Such containers will remain the property of the State unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
12. **Invoicing:** All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the institution or agency ordering materials or services.

13. **Non Collusion:** The State of Vermont is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, all bidders should understand that this paragraph might be used as a basis for litigation.
14. **Amendments:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Contractor.
15. **Confidentiality:** The successful response will become part of the contract file and will become a matter of public record as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the bidder if the identified material were to be released. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.
16. **Certification for apparel, footwear, and textiles (sweatshop prohibition):** Before commencing work on this contract, the contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of suppliers the contractor will promptly inform the Commissioner of Buildings and General Services of such changes.

RFP:
DATE:

CERTIFICATE OF COMPLIANCE

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

TAXES: Pursuant to 32 V.S.A. § 3113, bidder hereby certifies, under the pains and penalties of perjury, that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes.

INSURANCE: Bidder certifies that the company/individual is in compliance with, or is prepared to comply with, the insurance requirements as detailed in Section 7 of Attachment C: Standard State Contract Provisions. Certificates of insurance must be provided prior to issuance of a contract and/or purchase order. If the certificate(s) of insurance is/are not received by the Office of Purchasing & Contracting within five (5) days of notification of award, the State of Vermont reserves the right to select another vendor. Please reference the RFP and/or RFQ # when submitting the certificate of insurance.

CERTIFICATION FOR APPAREL, FOOTWEAR, AND TEXTILES (SWEATSHOP PROHIBITION): Bidder certifies that the company/individual is in compliance with the requirements as detailed in Section 16 of Attachment D: Commodity Purchases Terms and Conditions. The contractor must provide certification from each supplier that meets the requirements of 29 V.S.A. §922(a) as well as a list of the names and addresses of each supplier, as required by 29 V.S.A. §922(b). Contractor certifies that if, at any time during the contract period, there are changes to the information in the certification or to the list of supplier the contractor will promptly inform the Commissioner of Buildings and General Services of such changes. The state reserves the right to ask for additional information and / or certifications any time during the contract period. Failure of the vendor to comply with any provision of this certification will be considered a default of the vendor's contract obligations.

CONTRACT TERMS: The undersigned hereby acknowledges and agrees to Attachment C: Standard State Contract Provisions and Attachment D: Commodity Purchases Terms and Conditions.

TERMS OF SALE: The undersigned agrees to furnish the products or services listed at the prices quoted. The Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices, however such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

FORM OF PAYMENT: Would you accept the Visa Purchasing Card as a form of payment? ☐ Yes ☐ No

Insurance Certificate(s): Attached _____

Will provide upon notification of award _____

Delivery Offered: _____ days after notice of award

Terms of Sale: _____
(If Discount)

Quotation Valid for: _____ days

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Fax Number: _____

Telephone: _____

E-Mail: _____

By: _____
Signature (Bid Not Valid Unless Signed)

Name: _____
(Type or Print)

Offshore Outsourcing Questionnaire

Vendors must indicate whether or not any services are or will be performed in a country other than the United States. Indicate N/A if not applicable.

Services:

Proposed Service to be Outsourced	Bid Total	Offshore Dollars	Represents what % of total Contract Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total if provided Onshore	Bid Total if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date

ENVIRONMENTAL INFORMATION FORM
June 1, 2008

RECYCLED MATERIALS OR PRODUCTS:

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

ITEM #	BRAND/MANUFACTURER	% OF RECYCLED CONTENT	% POST CONSUMER CONTENT

MERCURY CONTENT CERTIFICATION:

The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

ITEM	PART #	MERCURY CONTENT

Name of Bidder:

Signature of Bidder:

Date:

TOWNS AND SCHOOLS QUESTIONNAIRE

PROVISIONS FOR THE PURCHASE OF SUPPLIES, MATERIALS, AND EQUIPMENT FOR TOWNS, SCHOOLS, POLITICAL SUBDIVISIONS, AND INDEPENDENT COLLEGES¹ OF THE STATE OF VERMONT

The Office of Purchasing & Contracting keeps a current file of the contracts that are available to the political subdivisions and colleges. We are continually interested in expanding this file and would appreciate a positive response to the following questions:

1. Will you furnish these products and services to the political subdivisions of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

2. Will you furnish these products and services to the independent colleges of the State of Vermont at the same prices, terms and conditions as you quoted in this response? Yes _____ No _____

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs.

It should be noted that if you agree to extend these contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

RESPONSE TITLE:

FIRM NAME:

DATE:

BY:

¹Independent Colleges are "any institution of higher education chartered in VT and accredited or holding a certificate of approval from the State Board of Education."